TPA 05	OMB Approval #: 2700-0042							
					1. CONTRACT ID CODE		PAGE OF PAGES	
AWENDWENT OF SOCIETATION MODIFICATION OF CONTRACT						1 9		
2. AMENUMER	34	3	June 30, 2005	4. HEQUISI	N/A	. NO. 5.	PROJECT NO. (If applicable)	
6. ISSUED BY		CODE F	S22E/MCE	7. ADMINIS	TERED BY (If other than	n Item 6)	CODE PS22E/MCE	
			<u> </u>	Procu	rement Office/PS	S22C		
Procure	ment Office				George C. Marshall Space Flight Center			
	C. Marshall Space	e Flight Ce	enter		nal Aeronautics a			
	Aeronautics and			Marsl	nall Space Flight	Center, Al	_ 35812	
Marsha	Il Space Flight Cer	nter, AL 3	5812	Lizett	e.M.Kummer@N	ASA.gov/2	256-544-3457	
8. NAME AND	ADDRESS OF CONTRAC	TOR (No., str	eet, county, State, and Zip C	ode) (√)	9A. AMENDMENT	OF SOLICITAT	TION NO.	
	Corporation			}		1000		
	dyssey Drive			ļ	9B. DATED (SEE IT	TEM 11)		
	lle, AL 35802			<u> </u>	404 400/5/047/0	W OF COLUTE	10T00000 NO	
Attn: Pa	at Hodges .				10A. MODIFICATIO		ACT/ORDER NO.	
					NNM04AA	07C		
 11100				X	10B. DATED (SEE	ITEM 12)		
	3-0798322	FACILIT	Y CODE			•		
Code	4U825			ANGENIONAL	December	,		
	11.	HIS ITEM	ONLY APPLIES TO	AMENDME	ENTS OF SOLICI	TATIONS		
The abo	ve numbered solicitation is	s amended as	set forth in Item 14. The hou	ır and date specif	ied for receipt of Offers	is exte	ended, is not extended.	
Offers must act	knowledge receipt of this a	mendment pri	or to the hour and date speci	fied in the solicita	tion or as amended, by	one of the follo	wing methods:	
(a) By completi	ng Items 8 and 15, and ref	turning	copies of the amendment; (b) By acknowledgi	ng receipt of this amend	ment on each	copy of the offer submitted; or (c) SEMENT TO BE RECEIVED AT	
THE PLACE D	ESIGNATED FOR THE RE	ECEIPT OF OF	FFERS PRIOR TO THE HOU	IR AND DATE SP	PECIFIED MAY RESULT	IN REJECTION	ON OF YOUR OFFER. If by	
			already submitted, such char prior to the opening hour and		by telegram or letter, pr	rovided each te	elegram or letter makes reference	
12. ACCOUNT	ING AND APPROPRIATION							
N/A								
		13. THIS I	TEM APPLIES ONLY TO MODIFIES THE CONTRACT/OF	ODIFICATIONS C RDER NO. AS DE	OF CONTRACTS/ORDER SCRIBED IN ITEM 14.	RS,		
						M 14 ARE MAI	DE IN THE CONTRACT ORDER	
NO.	IN ITEM 10A.							
			RDER IS MODIFIED TO RE M 14, PURSUANT TO THE A			ES (such as ch	anges in paying office,	
''								
FAR	52. 232-22 LIMITATION	OF FUNDS						
	X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
			NGES -COST REIMBURSE					
D. 1	STHER (Specify ty	pe of mod	lification and authori	ty)				
								
			equired to sign this docu					
14. DESCRIP	TION OF AMENDMENT/M		(Organized by UCF section			subject matter v		
	N	Maximur		Maximum	Unearned	0	Total	
	Negotiated	Award		Incentive		Contract Value	Sum Allotted	
	Est. Cost	Fee	Fee	Fee	Fee	V alue	MINITER	
Previous	\$ 65,855,816	\$ 2,650,2	262 (\$54,563)	\$ 1,427,065	-0- \$	69,878,5	80 \$ 44,110,022	
This Mod	(288,755)	(14,8		(7,984		(311,5		
New Total		\$ 2,635,4		\$ 1,419,081	- 0- \$	69,567,0		
					•		-	
15A NAME A	ND TITLE OF SIGNER (T	me or print)		164 NAME	AND TITLE OF CONTR	ACTING OFFI	CER (Type or print)	
15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marty B. Hanson								
					racting Officer			
15B. CONTRA	CTOR/OFFEROR		15C. DATE SIGNED		D STATES OF AMERIC	A	16C. DATE SIGNED	
				BY Origin	nal Signed by		June 30, 2005	
(Signa	ture of person authorized	to sign)			Signature of Contracting	Officer)		

Standard Form 30 Continued

- 1. The purpose of this modification is to delete the requirement for Phase III-EHS 8x Sustaining under the Enhanced HOSC System Payload Data Services System, Integrated Change Out (EPIC) effort in accordance with the Special Contract Requirement clause found in <u>H. 12</u> PHASE III- EPIC.
- 2. A breakout of the negotiated cost and fee adjustments for the deletion of Phase III under the EPIC effort is depicted below:

Basic Period	Est.Cost	Maximum Award	Maximum Incentive	Total Minus Unearned Fees
Previous	\$ 65,855,816	\$ 2,650,262	\$ 1,427,065	\$ 69,878,580
This Mod	(288,755)	(14,828)	(7,984)	(311,567)
New Amt	\$ 65,567,061	\$ 2,635,434	\$ 1,419,081	\$ 69,567,013

		Maximum Award Fee			Maximum Incentive		
Evaluation Period			This Mod	New Amt	Previous	This Mod	New Amt
01/01/04-06/30/04	1	\$485,012	-0-	\$485,012	\$208,928	-0-	\$208,928
07/01/04-12/01/04	2	\$480,581	-0-	\$480,581	\$269,221	-0-	\$269,221
01/01/05-06/30/05	3	\$429,446	-0-	\$429,446	\$241,686	-0-	\$241,686
07/01/05-12/31/05	4	\$429,446	(\$14,828)	\$414,618	\$241,686	(\$7,984)	\$233,702
01/01/06-06/30/06	5	\$412,889	-0-	\$412,889	\$232,772	-0-	\$232,772
07/01/06-12/31/06	6	\$412,888	-0-	\$412,888	\$232,772	-0-	\$232,772
01/01/07-06/30/07	7	\$411,306	-0-	\$411,306	\$221,473	-0-	\$221,473
07/01/07-12/31/07	8	\$411,307	-0-	\$411,307	\$221,473	-0-	\$221,473
1/01/08-06/30/08	9	\$415,341	-0-	\$415,341	\$223,645	-0-	\$223,645
07/01/08-12/31/08	10	\$415,341	<u>-0-</u>	\$415,341	\$223,645	<u>-0-</u>	\$223,645
7		\$4,303,557	(\$14,828)	\$4,288,729 \$	\$2,317,301	(\$7,984)	\$2,309,317

^{3.} To effect this change, clause <u>B.2 Estimated Cost</u>, <u>Award Fee And Performance Incentive Fee</u>, is hereby deleted its entirety and the revised Clause B.2, shown on replacement Pages B-1 through B-2A, is substituted in lieu thereof.

- 4. Attachment J-1, Performance Work Statement, is hereby revised to delete Phase III from the EPIC effort in WBS Section 3.2.2.3 –KSC Support and Section 4.7.4 KSC Operations and Maintenance Support.
- 5. To effect this change for WBS Section 3.2.2.3 pages J-1-17 through J-1-18 are hereby deleted in their entirety the replacement pages J-1-17 through J-1-18 are substituted in lieu thereof, and for WBS Section 4.7.4 page 30 is deleted in its entirety and replacement page 30 is substituted in lieu thereof.
- 6. In order to reflect the changes resulting from this modification, the page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page(s) across from the revised area(s).

Section	Pages Added	Pages Deleted
B, Supplies or Services and Prices/Costs	B-1 - B-2, B-2A and J-1-17 and J-1-18 J-30	B-1 - B-2, B-2A and J-1-17 and J-1-18 and J-30

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 Supplies And/Or Services To Be Furnished

- (a) In a manner consistent with the Marshall Space Flight Center (MSFC) values, the Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary for performing the "Huntsville Operations Support Center (HOSC)" in accordance with the Performance Work Statement, Attachment J-1.
- (b) This is a cost-reimbursement contract with both award fee and performance incentive fee criteria (CPAF/IF). The award fee (subjective evaluation) and performance incentive fee (objective evaluation) will be assessed in accordance with the Fee Evaluation Plan (FEP), Attachment J-7.
- (c) A portion of this contract is under an Indefinite Delivery/Indefinite Quantity (IDIQ) arrangement, which will also be on a CPAF/IF basis. The purpose of this provision is to allow the Government to acquire indefinite services as addressed in the Performance Work Statement, Attachment J-1, Paragraphs 3.0 and 4.0. IDIQ requirements cannot be adequately defined for inclusion in the contract because the precise quantities that will be required during the contract period of performance cannot be predetermined. IDIQ will be ordered in accordance with Clause B.7- <u>Task Ordering Procedure</u> and Clause B.8- <u>IDIQ Schedule of Rates</u>. The guaranteed minimum quantity of work that will be ordered under the IDIQ portion of this contract shall be \$50,000 per year. The maximum not-to-exceed (NTE) amount of IDIQ work per contract year is \$3,000,000 per contract year.

(End of Clause)

B.2 Estimated Cost, Award Fee And Performance Incentive Fee

- (a) The estimated cost of this contract is \$65,567,061. The maximum award fee is \$2,635,434. The maximum performance incentive fee is \$1,419,081. The estimated cost plus maximum award fee and maximum performance incentive fee minus the unearned award fee and unearned performance incentive fee is \$69,567,013.
- (b) A breakout of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee, and the total minus unearned fee for the base contract period is shown below:

Period Covered	Estimated <u>Cost</u>	Maximum Award Fee	Unearned Award Fee	Max. Perf. Incentive Fee	Unearned Performance Incentive Fee	Total Minus Unearned <u>Fees</u>
1/1/04 - 12/31/06	\$65,567,061	\$2,635,434	(\$54,563)	\$1,419,081	\$-0-	\$69,567,013

(c) A breakout of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee, and the total minus unearned fee is shown below for Option 1 and Option 2:

Period Covered	Estimated Cost	Maximum Award Fee	Unearned Award Fee	Max. Perf. Incentive Fee	Unearned Perf. Incentive Fee	Total Minus Unearned Fees
Option 1 (1/1/07 – 12/31/07)	\$20,583,297	\$822,613	TBD	\$442,946	TBD	\$21,848,856
Option 2 (1/1/08 – 12/31/08)	\$20,740,412	\$830,682	TBD	\$447,290	TBD	\$22,018,384

(d) The maximum award fee and maximum performance incentive fee for each of the contract periods specified above is hereby divided and allocated into individual six month evaluation periods during contract performance in order to calculate award and performance incentive fee earned.

Evaluation Period	Ma	Maximum Award Fee		ximum Incentive Fee	
January 1 - June 30, 2004	1	\$485,012	1	\$208,928	
July 1 - December 31, 2004	2	\$480,581	2	\$269,221	
January 1 - June 30, 2005	3	\$429,446	3	\$241,686	
July 1 - December 31 2005	4	\$414,618	4	\$233,702	
January 1 - June 30, 2006	5	\$412,889	5	\$232,772	
July 1- December 31, 2006	6	\$412,888	6	\$233,702	
January 1- June 30, 2007	7	\$411,306	7	\$221,473	
July 1 - December 31, 2007	8	\$411,307	8	\$221,473	
January 1- June 30, 2008	9	\$415,341	9	\$223,645	
July 1 - December 31, 2008	10 \$415,341		10	\$223,645	
,		\$4,288,729		\$2,309,317	

(e) The amount of award fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

Award Fee Period January 1 - June 30, 2004 July 1 - December 31, 2004	Amount Earned \$ 456,881 \$ 454,149	Amount Unearned \$ 28,131 \$ 26,432
Total	\$ 911,030	\$54,563

(f) The amount of performance incentive fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

Incentive Fee Period January 1 - June 30, 2004 July 1 - December 31, 2004	Amount Earned \$ 208,928 \$ 269,221	Amount Unearned \$-0- \$-0-
Total	\$ 478,149	\$-0-
	(End of Clause)	

B.3 Award Fee For Service Contracts (NFS 1852.216-76)(June 2000)

The KSC PTCS is in the process of migrating from a locally managed set of SGI and SUN servers and workstations running the EHS 8.X series software to a remote set of MSFC managed Linux Servers and KSC locally managed set of Windows based EPC clients.

The contractor shall perform System Engineering (PWS 3.1.1), Software Engineering (PWS 3.1.2), Hardware Engineering (PWS 3.1.3), and Network Engineering (PWS 3.1.4) in support of the KSC PTCS.

The contractor shall only provide configuration, management, and security (patches, security plans) for all HOSC PTCS systems and KSC PTCS Functional Distributed Processors (FDP).

The contractor shall provide POC databases (telemetry and command) compatible with MSFC EHS/PDSS software in support of KSC pre-support integration testing.

The contractor shall perform engineering services to the PTCS operations facility and systems listed in the following three phases;

Phase 1 Development Integration and Checkout

The contractor shall assist in the design, procurement, and installation of the FDP and network interfaces between the MSFC HOSC and KSC PTCS.

The contractor shall provide all updates (software, firmware, configurations) to the FDPs located at the KSC PTCS.

The contractor shall provide the design, procurement, installation of the EHS/PDSS systems located in the MSFC HOSC in support of the KSC PTCS.

Phase 2 Sustaining Engineering for EPIC

The contractor shall be responsible for all updates (software, firmware, configurations) to the FDPs located at the KSC PTCS.

The contractor shall provide Payload Data Services System (PDSS) and Enhanced HOSC System (EHS) application software products installed on the local HOSC systems in support of the PTCS.

Phase 3 EHS Build 8.x Series Software and Maintenance

Deleted 06/30/05

3.2.3 Payload Data Services System (PDSS)

The services described under this paragraph are specific to the Payload Data Services System (PDSS).

3.2.3.1 PDSS Server Consolidation

The contractor shall perform and complete software and hardware design, development, and testing of PDSS applications associated with the PDSS Server consolidation cost savings initiative activities, which will be in progress when the contract takes effect. Development shall be in accordance with the requirements documented in MSFC-PLAN-904, HOSC Functional Requirements and Implementation Plan, MSFC-SPEC-2123, PDSS Development Specification, and MSFC-SPEC-2262, PDSS to EHS Interface Requirements Specification.

3.2.3.2 PDSS Sustaining Engineering

The contractor shall perform sustaining engineering for the PDSS, including the upgrades defined in paragraph 3.2.3.1, in accordance with the requirements documented in MSFC-PLAN-904, HOSC Functional Requirements and Implementation Plan, MSFC-SPEC-2123, PDSS Development Specification, and MSFC-SPEC-2262, PDSS to EHS Interface Requirements Specification.

3.2.4 Payload Planning System (PPS)

The services described under this paragraph are specific to the Payload Planning System (PPS).

3.2.4.1 PPS Re-Engineering Initiative

Phase 2 Sustaining EPIC Support

The contractor shall provide the KSC PTCS with the suite of all HOSC basic services to support PTCS Payload Integration testing. The contractor shall maintain these services in accordance with an agreed to Memorandum of Understanding between KSC and MSFC. Date and Reference numbers TBD. The contractor shall provide complete support for each PTCS Payload Integration support activity in accordance with a flight/mission specific HOSC Mission Configuration Supplement (HMCS).

Per PWS paragraph 4.4, HOSC Mission Services, the contractor shall provide voice, video, and data processing services in support of KSC PTCS payload integration testing on as-scheduled basis.

The contractor shall provide technical support to address critical problems encountered during test execution. The contractor shall provide support on an as-scheduled basis for pre-support checkout and certification.

The contractor shall provide support to configure and maintain remotely the Functional Distributed Processor (FDP) and network interfaces between the MSFC HOSC and KSC PTCS.

The contractor shall update, configure, and maintain the software and associated configurations on the EHS/PDSS systems located in the MSFC HOSC in support of the KSC PTCS.

The contractor shall support database changes and reconfigurations during payload testing at KSC PTCS.

Phase 3 EHS Build 8.x Series Software and Maintenance

Deleted 06/30/05